

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SADIS & GOLDBERG, LLP,

Plaintiff,

Civil Action No.: 13-CV-7355 (LTS)

-against-

COMPLAINT

SUMANTA BANERJEE,

Jury Trial Demanded

Defendant.

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Plaintiff, SADIS & GOLDBERG, LLP (“Plaintiff”, “Sadis” or “the Firm”) as and for its complaint against Defendant SUMANTA BANERJEE (“Defendant” or “Banerjee”) alleges as follows:

PARTIES

1. Plaintiff, Sadis & Goldberg, LLP is a Limited Liability Partnership organized and existing under Delaware law, authorized to do business in the state of New York, and whose principal place of business is 551 5th Avenue, 21st Floor, New York, New York 10176.

2. Plaintiff is a leading New York based firm with practices in hedge and private equity fund formation, transactional counseling, compliance services, regulatory representation, litigation, derivatives, tax, ERISA and estate planning and real estate.

3. Defendant Sumanta Banerjee is a resident of the state of Pennsylvania, with an address at 304 Harvester Circle, Pittsburgh, Pennsylvania 15241-2032.

JURISDICTION

4. The Court has jurisdiction in this action pursuant to 28 U.S.C. § 1332(a)(1) in that, as alleged below, Plaintiff, on the one hand, and the Defendant, on the other hand, are

citizens of different states, and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. The dispute giving rise to this action occurred in New York, and Plaintiff designates New York County as the place of trial.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1331(b)(2) in that a substantial part of the events giving rise to the claims occurred in New York, New York.

7. Jurisdiction and venue is also proper pursuant to the December 21, 2007 retainer agreement between the parties in which Defendant agreed to the sole and exclusive personal jurisdiction of the Federal and State Courts located in New York County, New York. A copy of the December 21, 2007 Retainer Agreement ("Retainer") is annexed as **Exhibit A**.

#### **FACTUAL BACKGROUND**

8. Plaintiff is a law firm that *inter alia* represents parties in matters of litigation, mediation, and other forms of alternative dispute resolution.

9. Defendant consulted with members of the Firm with regards to retaining Plaintiff's services to represent him in *Tuckerbrook Alternative Investments, LP v. Sumanta Banerjee and John Doe*, Docket No. 08-10636 (PBS) ("Tuckerbrook action"), in the United States District Court for the District of Massachusetts. Tuckerbrook had engaged the Defendant as a portfolio manager.

10. Defendant was terminated from Tuckerbrook in March 2008. Tuckerbrook alleged that Banerjee violated his employment agreement by attempting to create a competing fund, and tortiously interfered with Tuckerbrook's business relations when Defendant asked a Tuckerbrook employee to leave the entity to start the new fund. Tuckerbrook also alleged that

Defendant took confidential information belonging to Tuckerbrook upon the termination of Defendant's employment.

11. On or about December 2007, Defendant engaged the Firm to defend him in the action, and to counterclaim that Tuckerbrook breached an employment agreement for failing to pay Defendant what he was owed in management fees, and other equitable considerations.

12. On or about December 21, 2007, Defendant executed the Retainer.

13. Under the terms of the Retainer, Defendant agreed to pay Plaintiff an initial amount of \$5,000, and that additional or ongoing work would be charged to Defendant on an hourly basis based upon a pay scale ranging from \$300 to \$700 an hour, depending on the staff or attorney assigned.

14. In addition to the Firm's fees for legal services, the Retainer explained that Defendant would also be responsible for certain costs and expense disbursements, including organizational costs and filing fees, messenger, courier, and other communication costs, background checks and document reproduction.

15. With respect to payment, the Retainer provided that Defendant must pay all expenses in full within ten days upon receipt of the invoice. In the event that any bill remained unpaid beyond the ten day period, Defendant agreed that the Firm could suspend or cease any work or services and, or withdraw its representation. Defendant further agreed to pay interest at the rate of 1% per month on any balances which were not paid within thirty days of the date of the invoice.

16. Over the course of the representation, Plaintiff spent over 1,500 hours reviewing documents, preparing employment agreements, engaging in motion practice, attending mediation, and working on a settlement agreement on behalf of Defendant. Throughout this

time, Plaintiff consistently kept Defendant apprised of its progress by participating in conferences, and phone calls with Defendant.

17. Plaintiff tracked its billing and expenses, and provided Defendant with detailed invoices showing all activity undertaken, and all expenses associated with defending the matter for which Defendant had retained Plaintiff. Copies of the itemized invoiced are annexed as **Exhibit B.**

18. In fact, Defendant only remitted payment for \$45,000 despite members of the Firm spending the bulk of 2008 - January through November- working to defend Banerjee.

19. On or about July 21, 2008, a member of the Firm, Douglas Hirsch, sent Defendant a letter via electronic mail regarding his outstanding legal bill in the amount of \$249,222.13, and the payment plan the Firm and Defendant agreed to in negotiations relating to the outstanding amount, and the Firm's ongoing representation of Defendant (the "July Agreement").

20. The Firm agreed to deduct \$5,000 from the outstanding amount, so that the outstanding bill remained at \$244,222.13.

21. Defendant agreed that: (i) upon release of the certain monies held in escrow, Defendant would pay the firm at least \$25,000 of said fees toward his bill; (ii) upon being hired by any entity as an employee or consultant to provide advisory services, or partnering with an person or entity to provide advisory services, Defendant, or said entity or partner would pay Defendant's outstanding legal bills to the Firm; and (iii) Defendant was satisfied with the Firm's legal services to date and had requested the Firm to continue representing him as counsel.

22. This July Agreement memorialized a conversation Defendant had with Ron Geffner, a member of the Firm, regarding Defendant's outstanding legal bills. A copy of the July Agreement signed by Defendant is annexed hereto as **Exhibit C.**

23. Under the July Agreement, the Firm also offered a 25% discount on the entire bill if Defendant paid the entire outstanding balance on or before September 30, 2008, or a 15% discount if Defendant satisfied his debt by December 31, 2008. Defendant agreed to the terms of the July Agreement and executed the agreement.

24. Defendant failed to make any payments under the July 2008 Agreement.

25. Rather, the Firm continued to perform legal work for Defendant, who despite consistent representations that he would pay, failed to pay the outstanding invoices.

26. To date, Defendant has not satisfied Plaintiff's outstanding bill.

27. Accordingly, Plaintiff is commencing this suit for the amounts owed, outstanding, and demanded, but still unpaid by Defendant.

**COUNT I**  
**ACCOUNT STATED**

28. Plaintiff repeats and realleges each and every allegation set forth in the aforementioned paragraphs as if fully set forth herein at length.

29. Plaintiff consistently generated bills reflecting work done on behalf of Defendant, without objection by Defendant to any of the invoices he received.

30. Defendant has made partial payments for the work that Plaintiff was retained to perform, but there remains a balance that is due and owing of \$379,314.87, plus interest.

31. Defendant continued to receive bills from Plaintiff for the work that Defendant knew Plaintiff was performing on his behalf, but there remains an unpaid balance.

32. Thus, the balance of \$379,314.87, plus interest has been duly demanded, and remains unpaid.

**COUNT II**  
**GOODS SOLD AND DELIVERED**

33. Plaintiff repeats and realleges each and every allegation set forth in the aforementioned paragraphs as if fully set forth herein at length.

34. Pursuant to New York C.P.L.R. §3016(f), Plaintiff has attached its bills itemizing and describing the services provided, including the dates of the performance of those services, and the rates and duration of performing the services delivered on each specific date, and the total price associated with each entry.

35. Said schedule is accurate and Plaintiff is entitled to judgment pursuant to said schedule.

**COUNT III**  
**BREACH OF CONTRACT**

36. Plaintiff repeats and realleges each and every allegation set forth in the aforementioned paragraphs as if fully set forth herein at length.

37. Plaintiff and Defendant entered into an agreement whereby Defendant requested that Plaintiff perform services in connection with Defendant's mediation of a dispute with a former employer, and Defendant agreed to pay for said services.

38. The agreement between Plaintiff and Defendant was entered into on or about December 21, 2007.

39. Defendant also entered into a second agreement with Plaintiff, regarding payment of the outstanding balance on the invoices generated by Plaintiff for legal services rendered, in or about July 2008.

40. Defendant has breached both agreements by failing to pay the balance due and owing of \$379,314.87, plus interest.

**COUNT IV**  
**UNJUST ENRICHMENT**

41. Plaintiff repeats and realleges each and every allegation set forth in the aforementioned paragraphs as if set forth herein at length.
42. Plaintiff provided services to Defendant which were of value and use to Defendant, and from which Defendant has benefitted.
43. Defendant has not fully paid for said services but has retained the benefit of said services.
44. Consequently, Defendant has been unjustly enriched and in good conscience and equity, is liable to Plaintiff for \$379,314.87, plus interest.

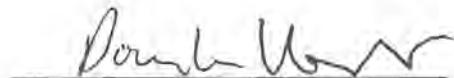
**COUNT V**  
**QUANTUM MERUIT**

45. Plaintiff repeats and realleges each and every allegation set forth in the aforementioned paragraphs as if fully set forth herein at length.
46. Plaintiff performed legal services for Defendant in good faith.
47. Defendant accepted Plaintiff's services.
48. Plaintiff reasonably expected to be compensated for its services in accordance with its retainer agreements with the Defendant.
49. The reasonable value of Plaintiff's services is \$379,314.87, plus interest.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against the Defendants, in the amount of \$379,314.87, plus interest, attorney fees, and costs together with any other relief the court deems just and proper.

Dated: New York, New York  
October 18, 2013



Douglas Hirsch, Esq.  
Paulina Stamatelos  
SADIS & GOLDBERG, LLP  
*Attorneys for Plaintiff*  
551 5<sup>th</sup> Avenue, 21<sup>st</sup> Floor  
New York, New York 10176  
(212) 947-3793

## EXHIBIT A



551 Fifth Avenue, 21st Floor  
 New York, New York 10176  
 T: (212) 947-3793  
 F: (212) 947-3796

50 California Street, Suite 2320  
 San Francisco, California 94111  
 T: (415) 490-0561  
 F: (415) 391-1377

December 21, 2007

VIA EMAIL  
[sbanerjee@tuckerbrook.com](mailto:sbanerjee@tuckerbrook.com)

Sumanta Banerjee, CAIA  
 CIO & Managing Principal  
 Tuckerbrook | SB Global Distressed Fund, LP  
 707 Summer Street  
 Stamford, CT 06901

Dear Sumanta:

Pursuant to our conversation, we have set forth below certain information regarding our firm, the way we staff assignments, supervise work and invoice.

It is our understanding that you are retaining our firm in connection with the general legal guidance and reviewing and revising one or more agreements.

Sadis & Goldberg LLP will not be making any tax elections. You are responsible for discussing with and having the Fund's accountants make any and all tax elections that may be required or described in any documents we draft on your behalf.

Stellar Corporate Services is wholly owned by the members of Sadis & Goldberg LLP. Stellar provides corporate services, such as entity formations and qualifications. Sadis & Goldberg intends to use Stellar to perform all formation and filing services on your and your firm's behalf in this matter. We believe that Stellar is competitively priced with other service providers providing similar levels of service, some of which may be more expensive or less expensive than Stellar. However, you have no obligation to use Stellar and may utilize another service provider for this work. Should you prefer that we use a different corporate services firm on your behalf, please specify in writing the name of such provider at the bottom of this engagement letter. By executing below, you acknowledge and consent to the use of Stellar even though Sadis & Goldberg is in the position of providing you with legal advice as to the formation of entities and the number of entities that should be formed.

Any additional or ongoing work in addition to the work outlined above will be charged on an hourly basis. Our fees are based on the time spent by the lawyers involved. Our hourly rates for the attorneys who would be involved range from \$300.00 to \$700.00 an hour. Please note that hourly rates are revised at least annually, and our fees will be based upon new rates as they come into effect. Staffing of assignments will be determined with the objective of rendering services to you in the most efficient and cost effective manner.

It is our policy to provide to you the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the usage of the services by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including organizational costs and filing fees, messenger, courier (e.g. Federal Express) and other communication costs; background checks and document reproduction. Certain services and expenses which involve payments made to third parties include an additional charge based upon our internal costs with respect to those services and expenses. Large disbursement billings may be forwarded by us to you for direct payment by you to the supplier.

The fact that a name is available for corporate formation purposes has no bearing as to whether the use of the name will infringe upon someone else's trademark. Thus, we recommend that a trademark search be conducted and a trademark application be made. Please note, in connection with the formation of an entity, our firm will not conduct a trademark search or file an application without written direction from a client and with the approval by a member of this firm. The fee for a trademark search and application is approximately \$2,500 per entity.

Upon the termination of our representation, our duties to you in all respects will cease. While we will maintain your files in accordance with our normal file retention policy, we shall have no further obligation to you other than those we have to all former clients under the New York Lawyer's Code of Professional Responsibility.

Should a billing dispute arise, you may be entitled to arbitrate the dispute with us pursuant to Part 137 of the Rules of the Chief Administrator, Fee Dispute Resolution Program. A copy of the rules will be provided to you upon request. You acknowledge and agree that this agreement is made in the State of New York and shall be exclusively governed by the laws of the State of New York without regard to conflicts of law doctrines. You further consent to the sole and exclusive personal jurisdiction of the Federal and State Courts located in New York County, New York.

We appreciate the opportunity to be of service to you. Our goal is to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss either our billing policies and procedures generally, or a particular statement specifically, we encourage you to contact us.

It is also our policy to obtain an advance retainer in all matters. A \$5,000 retainer will be required in this matter. The retainer amount will be applied to the bill rendered to you, which will be rendered upon either the completion of the work for which we have been engaged pursuant to this agreement or a periodic basis, generally monthly but no less frequently than once every sixty (60) days. Upon receipt of our invoice, you agree to review it promptly and immediately to bring to our attention any objections which you may have with respect to the invoice. There will be no charge by our firm for time spent discussing your invoice.

The retainer will be placed in the firm's operating account and is the property of the firm but will be returned to you on a pro-rata basis to the extent not earned. All expenses are to be paid in full within ten (10) days subsequent to the completion of this matter or upon receipt of the invoice. In the event that any bill remains unpaid beyond such ten (10) day period, you agree that our firm may suspend or cease any work or services with respect to your matter and our firm may withdraw its representation. Our firm applies interest charges at the rate of 1% per month with respect to any balances which are not paid within thirty (30) days of the date of the invoice.

If the foregoing is satisfactory, will you be kind enough to sign and return to us a copy of this letter, as well as a check in the amount of \$5,000 in accordance with the above. Please retain a copy of this letter for your files.

If we can provide you with additional information, please contact me at your convenience.

Sincerely,

/s/ Ron S. Geffner  
Ron S. Geffner

ACCEPTED AND AGREED TO:

Sumanta Banerjee  
Sumanta Banerjee

## EXHIBIT B

SADIS & GOLDBERG LLP

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

April 01, 2008

Sumanata Banerjee  
 Tuckerbrook Alternative Investments  
 707 Summer Street  
 Stamford CT 06901

File No.: Banerjee.General  
 Invoice No: 26659  
 Professional services

			Hrs/Rate	Amount
12/22/2007	RG	Reviewed addendum. Tcw/client to discuss transaction.	1.50 700.00/hr	1,050.00
12/26/2007	DD	Prepared/saved and filed Tuckerbrook and SB addendum agreement preliminary and final drafts given by client for RSG review. Prepped/save and filed TS/SB Distressed docs and Special Situations docs. Saved amended Addendum to agreement.	1.20 250.00/hr	300.00
	RG	Reviewed employment agreement, addendum and related document. Tcw/client to discuss comments. Reviewed rider sent by client. Several tcw client. Drafted email to client explaining position.	3.80 700.00/hr	2,660.00
1/31/2008	DD	Reviewed, saved and filed IMA and memo that was delivered by client.	0.30 250.00/hr	75.00
2/3/2008	RG	Reviewed and modified investment management agreement and related docs. Provided handwritten comments to client.	2.60 700.00/hr	1,820.00
2/4/2008	DD	Saved and filed IMA re: Tuckerbrook IMA w/ RG edits.	0.10 275.00/hr	27.50
	RG	Tcw/client to review changes to IMA.	0.60 700.00/hr	420.00
2/6/2008	DD	Prepared decembers employment agreement for RSG review.	0.20 275.00/hr	55.00

Sumanata Banerjee

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			Hrs/Rate	Amount
2/7/2008	DD	Saved and filed new amended IMA via RG	0.40 275.00/hr	110.00
2/11/2008	DD	Saved and filed Tuckerbrook's addendum to agreement given by client.	0.20 275.00/hr	55.00
2/14/2008	RG	Reviewed and responded to email by client. Reviewed attachment sent by client.tcw/Sumanta.	0.60 700.00/hr	420.00
2/26/2008	RG	Reviewed revised investment agreement, Tcw/client.	0.40 700.00/hr	280.00
2/27/2008	DD	Saved and filed compared IMA.	0.20 275.00/hr	55.00
2/28/2008	DD	Original draft sent by client to compliment the blackline.	0.20 275.00/hr	55.00
3/3/2008	RG	Tcw/client to discuss various issues. Reviewed emails sent by client.	0.70 700.00/hr	490.00
3/13/2008	RG	Reviewed documents in advance of tcw client. Tcw/Sumanta B. regarding review of employment agreement and both LPAs. Reached out to Dan Arbess in connection with Perella Weinberg. Exchanged emails with Aaron Hood at Perella to set up conference call.	1.10 700.00/hr	770.00
3/14/2008	JHC	Meetings with RG; begin to review partnership documentation.	0.80 450.00/hr	360.00
3/16/2008	JHC	Review partnership agreements to various Fund and employment agreement for termination provisions of SB and replacement of GP entities.	2.40 450.00/hr	1,080.00
3/17/2008	JHC	Meetings with RG going over employment agreement and partnership agreements.	0.50 450.00/hr	225.00
	RG	Met with Justin C. to review operating agreement and LPAs.	0.30 700.00/hr	210.00
3/20/2008	JHC	Calls and emails with client going over breaches of agreement.	0.40 450.00/hr	180.00
3/24/2008	JHC	Emails with client re: meeting and list of breaches from contract.	0.30 450.00/hr	135.00

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			Hrs/Rate	Amount
3/25/2008	FB	Conference with RG, JC; conference call with client and JC.	0.60 475.00/hr	285.00
	FB	Calls to and from client, adversary J Sigel, re how to proceed.	0.50 475.00/hr	237.50
	JHC	Calls and emails with client and RG re: termination; review standstill agreement and termination letter; meetings with FB and calls with client re: same.	2.10 450.00/hr	945.00
	RG	Several tcw/client. Reviewed standstill agreement. Discussed with Bo B. and Justin C.	0.60 700.00/hr	420.00
3/26/2008	FB	Conferences with client, JC, and DRH re contacting LPs, litigation strategy; drafted letters to LPs, Bingham, Liccar.	11.70 475.00/hr	5,557.50
	JHC	Review various emails from client and Tuckerbrook; meetings with FB re: letter to LPs and other material items in separation; conference in office with client, FB and DougHirsch re: next steps and going over story from beginning; further review of LP agreements and PPMs for each fund and create organizational chart for each.	4.60 450.00/hr	2,070.00
	RG	Reviewed several emails sent by client. Discussed with Doug H. and Bo B.	0.80 700.00/hr	560.00
	DRH	Tel conf with FB; Review of LPA agreements. Met with SB; Tel call s to Robert Leonard, Stephanie Breslow. Tel conf with J Sigel; Review of employment agreement. Met with client and FB. Drafted letter to LP, and letter to Bingham. Further consultation with client.	6.00 675.00/hr	4,050.00
3/27/2008	FB	Reviewed letters drafted yesterday; conducted legal research re MA law on disparagement; meeting with client, DRH re employment contract issues; finalized letters to Bingham, LPs, and administrator.	7.40 475.00/hr	3,515.00
	DRH	Met with client and drafted letters and emails, Tel conf with SB; Tel conf with ML; Tel conf with SG.	7.80 675.00/hr	5,265.00
3/28/2008	FB	Drafted letter to J Sigel re termination letter; conference call with client, DRH re yesterday's capital call; drafted letter to J Sigel re employment	4.70 475.00/hr	2,232.50

Sumanata Banerjee

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			Hrs/Rate	Amount
		issues; drafted letter to portfolio managers; attention to e-mail from J Sigel re code of ethics.		
3/28/2008	PG	Prepared FedEx for DRH letter (& copies) to Giordano at Bingham McCutchen and cc fedex to Stephanie Breslow at Schulte Roth and Michael Liccar & Co. Sent out FedEx's.	0.30 275.00/hr	82.50
	PG	Prepared FedEx for FB letter, copy, sent to Sigel via FedEx. pdf the same and sent to Sigel via email, saved in Worldox.	0.20 275.00/hr	55.00
	DRH	Tel conf with client; Review of multiple emails; Drafted multiple emails. Discussed employment issues with FB. Review of various documents in connection with employment issues and fund issues. Revisions to letter to Sigal; Email to S Breslow. Further discussions with FB about various issues.	4.20 675.00/hr	2,835.00
3/31/2008	FB	Attention to e-mail from client; conference with DRH re Liccar letter; call to client re same; drafted new Liccar letter re need to cc Banerjee on all comms; formatted Excel document for mail merge to underlying portfolio managers; drafted letter to portfolio managers; sent e-mail to J Sigel re COBRA info; drafted letter to bank locking down accounts; drafted letter to Tuckerbrook re disparagement of SB.	4.80 475.00/hr	2,280.00
	DRH	Email from Hassett; Replied to email; Tel conf with SB; Revised letter to Giordano and Sigal; Discussed strategy with SB. Tel cofn with SB; Tel conf with SG; Tel conf with Cabridge; Email to SB.	2.50 675.00/hr	1,687.50
	PG	Mail merge project, envelopes, letters, emailing, fedexing copies.	5.40 275.00/hr	1,485.00
4/1/2008	PG	Checking responses to letter mass emailed on March 31st.	0.20 275.00/hr	55.00
	FB	Conferences with DRH re advisory committee; reviewed LPA for GDF I, side letters re adv committee; conference with client re same; conference call with J Hassett, DRH, client.	3.30 475.00/hr	1,567.50
For professional services rendered			86.50	\$46,017.50

Sumanata Banerjee

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Additional charges:

		<u>Price</u>	<u>Amount</u>
12/26/2007 RG	Meals	90.67	90.67
	Total costs		\$90.67
	Total amount of this bill		\$46,108.17
1/10/2008	Payment - thank you. Check No. 167032129		(\$5,000.00)
3/27/2008	Payment - thank you. Check No. 2369		(\$15,000.00)
	Total payments and adjustments		(\$20,000.00)
	Balance due		\$26,108.17

Attorney Summary

Name	Hours	Rate	Amount
Douglas R. Hirsch	20.50	675.00	\$13,837.50
Justin H. Cohen	11.10	450.00	\$4,995.00
Ron Geffner	13.00	700.00	\$9,100.00
Francis Bigelow	33.00	475.00	\$15,675.00
Denys Dlaboha	1.30	275.00	\$357.50
Denys Dlaboha	1.50	250.00	\$375.00
Pat Green	6.10	275.00	\$1,677.50

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

May 06, 2008

Sumanata Banerjee  
 Tuckerbrook Alternative Investments  
 707 Summer Street  
 Stamford CT 06901

File No.: Banerjee.General  
 Invoice No: 27695  
 Professional services

			Hrs/Rate	Amount
4/1/2008	DRH	Tel conf with Fortress; Tel conf with Sam; Review of letter from Sam. Review of numerous emails; Tel conf with John Hassett; Numerous tel confs with SB; Tel conf with Scott Nasca; Additional review of emails and letters.	5.30 675.00/hr	3,577.50
4/2/2008	FB	Conference with DRH re options for settlement proposals.	1.30 475.00/hr	617.50
	DRH	Review of emails; Tel conf with Sam; Email to Hassett.	1.20 675.00/hr	810.00
4/3/2008	FB	Reviewed draft proposal from client; sent e-mail to DRH re same; sent e-mail to Hassett, Giordano re DRH delay; conf call with DRH, client.	1.90 475.00/hr	902.50
	PG	Sent Banerjee email responses and emails returned from mass emailing and mailing of letter dated March 31st. Sent to client via email. Letter to The Catalyst Capital Group re-addressed and sent out by mail and emailed again. Rec'd response email from client re: Ed O'Reilly at Peloton. See Amicus Communications.	0.80 125.00/hr	100.00
	DRH	Emails with client. Tel confs with client; Revised proposal. Discussed proposal issues with FB and SB. Tel conf with Steve Quintero. Review of emails from S Breslow and clients response.	3.00 675.00/hr	2,025.00

Sumanata Banerjee

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			Hrs/Rate	Amount
4/4/2008	FB	Reviewed new Hassett letter of today to LPs; conference with DRH re same.	2.70 475.00/hr	1,282.50
	DRH	Tel call from DB Zwirn regarding capital call letter.	0.30 675.00/hr	202.50
4/7/2008	FB	Reviewed Hassett letter to LPs; reviewed LPAs of both GSS and GDF I, conference with DRH re same; began drafting response letter.	4.90 475.00/hr	2,327.50
	DRH	Tel confs with client; Discussed strategy responding to Hassett's letter with FB. Review of GSS LPA. Responded to various emails.	1.00 675.00/hr	675.00
4/8/2008	FB	Drafted letter to LPs; call with client re same; conference with DRH re same.	1.50 475.00/hr	712.50
	DRH	Reviewed proposed letter from SB. Discussed letter with FB and reviewed GDF1 Agreement. Review fo emails.	1.00 675.00/hr	675.00
4/9/2008	DRH	Review of letter from Debvoise. Review of emails from SB and Liccar.Tel conf with SB.	1.00 675.00/hr	675.00
4/10/2008	FB	Call to S Klugman, atty for LPs; conference with DRH re same; continued drafting letter to LPs; call to Klugman with DRH; call to client re docs, he will send in the morning.	1.60 475.00/hr	760.00
	DRH	Revised letter to LPs. Tel conf with Klugman. Tel conf with SB. Discussed case with FB.	1.70 675.00/hr	1,147.50
4/11/2008	FB	Conference with client re documents; organized responses to Debvoise request; e-mailed documents to S Klugman; conference with DRH re steering committee's intention to sue TB and J Hassett; review of new LP letter; sent same to client; sent same to Klugman; sent e-mail to S Bakal, atty for Liccar, re client's intention to communicate on Mon re indemnification; attention to client's draft letter to Liccar re same.	1.60 475.00/hr	760.00
	DRH	Tel conf with Klugman; Tel conf with SB; Discussed doc production and other issues with FB. Revisions to letter to LPs.	1.30 675.00/hr	877.50

Sumanata Banerjee

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			Hrs/Rate	Amount
4/12/2008	DRH	Review of lawsuit; Tel conf with Klugman; Tel conf with SB.	2.00 675.00/hr	1,350.00
4/13/2008	DRH	Tel conf with SB. Tel conf with TG.	1.00 675.00/hr	675.00
4/14/2008	FB	Attention to docs re MA lawsuit; conf call with T Gallitano, DRH, client re strategy.	1.30 475.00/hr	617.50
	DRH	Tel conf with SB and TG; Emails with TG. Review of revised stip. Tel conf with SB and TG.	1.50 675.00/hr	1,012.50
4/15/2008	FB	Attention to e-mails, timeline from client; calls to and from client re setting up new GP.	1.10 475.00/hr	522.50
	DRH	Tel conf with Sam; Tel conf with TG. Review of emails.	1.20 675.00/hr	810.00
4/16/2008	DRH	Tel conf with Sam and TG; Review and revisions to proposed stip; Tel conf with TG and Jason Frank; Tel conf with TG. Discussed affidavit with FB.	4.20 675.00/hr	2,835.00
	PG	Gathered multitude of exhibits and pdf.	1.20 125.00/hr	150.00
	FB	Attention to client e-mail; sent e-mail to DRH re same; drafted client affidavit in opposition to motion for prelim injunction and TRO.	7.20 475.00/hr	3,420.00
4/17/2008	DRH	Review of emails and stipulation. Tel confs with TG.	0.80 675.00/hr	540.00
	FB	Call with client re changes to affidavit; updated affidavit; created second version without arguments; call from T Gallitano re stipulation; sent e-mail to DRH re same; conference with client re settlement options.	2.60 475.00/hr	1,235.00
	DRH	Tel conf with TG. Review of emails from Sam as well as documents annexed to emails; Discussed strategy with FB; Tel conf with SK; Responded to email from Sam regarding strategy; Continued making notes and outlining argument for memo of law. Discussed causes of action for complaint with FB.	3.60 675.00/hr	2,430.00

Sumanata Banerjee

Page 4

			Hrs/Rate	Amount
4/18/2008	FB	Drafted answer and counterclaims; conference with DRH re same.	3.00 475.00/hr	1,425.00
	DRH	Worked on outlining issues for memo of law and review of emails and other items from SB.	0.80 675.00/hr	540.00
4/19/2008	DRH	Worked on outline for PI memo of law. Emails to SB and TG.	1.20 675.00/hr	810.00
4/20/2008	DRH	Reviewed LPA and Employment Agreement again. Worked on outline for PI.	1.80 675.00/hr	1,215.00
4/21/2008	FB	Continued drafting complaint; conferences with client, DRH re strategies, theories of memo of law, injunctive relief.	6.20 475.00/hr	2,945.00
	DRH	Review of ALLEK agreements and emails from SB. Review of LPA and other pertinent agreements as well as Employment agreement. Tell conf with SB. Finished outline for PI Memo of Law; Discussed outline and arguments with FB. Memo regarding track record no action letters. Goldstein decision.	7.70 675.00/hr	5,197.50
4/22/2008	FB	Continued drafting memo of law for injunctive relief.	5.10 475.00/hr	2,422.50
	DRH	Review of drafts of motion. Review of emails from SB.	1.30 675.00/hr	877.50
4/23/2008	FB	Drafted answer and counterclaims; client affidavit; memo of law in support of motion.	12.90 475.00/hr	6,127.50
	DRH	Review of emails from SB and Klugman; Worked on PI papers.	9.70 675.00/hr	6,547.50
4/24/2008	PG	PDF LPA and saved in Worldox file. USPS returned letter addressed to Jean-Louis Lelogeais/James Howe. Sent email to client advising the same w. pdf attachment of letter. Address is incorrect and cannot be forwarded.	0.30 125.00/hr	37.50
	FB	Finalized motion papers, answer and counterclaims; conferences with DRH and client re same; e-mails to and from T Gallitano re answer, papers.	14.30 475.00/hr	6,792.50

Sumanata Banerjee

Page 5

			Hrs/Rate	Amount
4/24/2008	DRH	Tel conf with Steve Klugman; Tel conf with SB; Multiple discussions with FB about papers; Review and revisions to papers.	7.30 675.00/hr	4,927.50
4/25/2008	FB	Conferences with DRH, client re updating memo, affidavit for motion; finalized all papers with client, DRH; e-mailed all to MA attys.	4.90 475.00/hr	2,327.50
	PG	Pdf FB emails, verification and affidavit signature page, saved into Worldox file. Reviewed prior pdf emails filed into Worldox.	0.50 125.00/hr	62.50
	FB	Calls to and from M Bernardo, client, re exhibits, finalizing papers.	1.20 475.00/hr	570.00
	DRH	Reviewed and revised motion papers. Met with SB; Emails with MB.	4.00 675.00/hr	2,700.00
4/28/2008	FB	Attention to e-mails from client re winding down of fund; conference call with client, DRH re strategy, subpoenas; consulted federal rules re discovery, subpoenas; conference with DRH re same; sent e-mail to T Gallitano re Rule 26(f) conference.	0.60 475.00/hr	285.00
	PG	Rec'd DRH email with multitude of documents, saved the same in Worldox file and printed out and processed the same into a redwell file.	1.00 125.00/hr	125.00
	DRH	Reviewed emials from SB and dealt wiht capitla call issues. Tel confs with SK; SB and TG.	1.70 675.00/hr	1,147.50
4/29/2008	FB	Conference with DRH re recent e-mails from JJH; call from client re reporters.	0.30 475.00/hr	142.50
	PG	Pulled multiple documents, prepared exhibits w. punched holes and created an exhibit book for DRH.	1.90 125.00/hr	237.50
	DRH	Review of emails from client; Prepared for oral argument and reviewed our papers as well as TB's. Review of papers filed by Tuckerbrook; Tel conf with SB	4.70 675.00/hr	3,172.50
4/30/2008	FB	Drafted supplementary affidavit.	6.80 475.00/hr	3,230.00

Sumanata Banerjee

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			Hrs/Rate	Amount
4/30/2008	DRH	Travel to Boston; Review of papers; Review and revisions to new affidavit; Tel conf with Jason Frank; Tel confs with SB; Continued review of cases and prep for oral argument.	8.30 675.00/hr	5,602.50
5/1/2008	FB	Conference with DRH re outcome of oral arg; attention to e-mails from client; conference with MC re same.	0.50 475.00/hr	237.50
	DRH	Prep for oral argument; oral argument; settlement discussions with Jason Frank; Tel confs with SB. Travel back from Boston.	8.60 675.00/hr	5,805.00
5/2/2008	FB	Conducted legal research re duty owed among LLC members; drafted supplemental memo of law re same; conference with DRH re same; sent mediator contact info to adversary J Frank.	5.00 475.00/hr	2,375.00
5/5/2008	FB	Call from client; conference with DRH.	0.60 475.00/hr	285.00
For professional services rendered			182.00	\$101,895.00
Additional charges:				

			Price
3/28/2008	PG	FedEx	21.75
	PG	FedEx	19.20
	PG	FedEx	19.20
	PG	FedEx	26.31
3/31/2008	MC	FedEx	18.25
	PG	FedEx	21.63
	MC	FedEx	15.70
	MC	FedEx	18.25
	PG	Local transportation	74.46
4/3/2008	PG	FedEx	27.20

Sumanata Banerjee

Page 7

	<u>Amount</u>
Total costs	\$261.95
Total amount of this bill	\$102,156.95
Previous balance	\$26,108.17
4/15/2008 Payment - thank you. Check No. 2378	(\$15,000.00)
5/5/2008 Payment - thank you. Check No. Wire	(\$5,000.00)
Total payments and adjustments	(\$20,000.00)
Balance due	\$108,265.12

Attorney Summary

Name	Hours	Rate	Amount
Douglas R. Hirsch	87.20	675.00	\$58,860.00
Francis Bigelow	89.10	475.00	\$42,322.50
Pat Green	5.70	125.00	\$712.50

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

May 15, 2008

Sumanata Banerjee  
 Tuckerbrook Alternative Investments  
 707 Summer Street  
 Stamford CT 06901

File No.: Banerjee.General  
 Invoice No: 28290  
 Professional services

			<u>Hrs/Rate</u>	<u>Amount</u>
4/30/2008	MC	Altering page footers, scanning of exhibits into system for concurrent attorney use.	0.70 125.00/hr	87.50
5/2/2008	DRH	Multiple tel confs with JF; SK; TG and SB. Review of cases concerning fiduciary duty under Delaware law. Review of numerous emails.	5.60 675.00/hr	3,780.00
5/3/2008	DRH	Review of emails from SB and TG. Tel conf with client; Drafted emails to Jason Frank and Steve Klugman.	1.70 675.00/hr	1,147.50
5/5/2008	MC	Continued download of ECF documents for print out for attorney.	1.70 125.00/hr	212.50
	DRH	Tel confs with client; revisions to letter to LPs; Revised and researched supp memo; drafted submission in compliance with order; Tel conf with SK; Tel conf with Steve Quintero.	9.40 675.00/hr	6,345.00
5/6/2008	FB	Continued drafting memo of law re breach of fiduciary duty; drafted client affidavit re same; call from T Gallitano re same.	5.60 475.00/hr	2,660.00
	DRH	Review and revisions to memo of law and affidavit. Emails with client and Frank and Gallitano regarding mediators. Review of court transcript. Tel conf with Frank.	4.40 675.00/hr	2,970.00

Sumanata Banerjee

Page 2

			<u>Hrs/Rate</u>	<u>Amount</u>
5/7/2008	FB	Read supplemental brief from Tuckerbrook; investigated mediator M Young; reviewed transcript from 5-1-08; attention to e-mail from steering committee.	2.70 475.00/hr	1,282.50
	DRH	Review of emails; Tel conf with SB; Tel conf with TG; Discussed transcript with FB; Review of filings by Tuckerbrook; Research regarding Mark Young.	3.20 675.00/hr	2,160.00
5/8/2008	FB	Replied to client's e-mail re letter to J Frank; drafted 2d letter to J Frank, gave to MC to pdf, email, and FedEx; call from client re 4-30-08 letter from LPs.	0.30 475.00/hr	142.50
	DRH	Tel conf with Blanchard; Emails with TG and SB. Tel conf with SB.	0.70 675.00/hr	472.50
5/9/2008	FB	Call from client re need to send letter to TB re payment of fees to SB; conference with DRH re exec summary for mediator.	0.70 475.00/hr	332.50
	FB	Began drafting executive summary for mediator.	1.00 475.00/hr	475.00
	DRH	Emails with Blanchard; Tel confs with SB and TG. Discussion with FB about the mediation documents.	1.50 675.00/hr	1,012.50
5/12/2008	DRH	Tel conf with TG and SB. Tel conf with TG. Review of letter from Blanchard. Review of letter from Tuckerbrook. Multiple emails and tel conf with SB.	1.70 675.00/hr	1,147.50
5/13/2008	FB	Attention to client proposal; attention to letter from adversary J Frank re our document requests; conference with DRH re same.	0.50 475.00/hr	237.50
	DRH	Tel conf with client. Drafted settlement proposal. Tel conf with client and revised settlement proposal.	2.00 675.00/hr	1,350.00
5/15/2008	DRH	Emails with client and TG regarding strategy.	0.30 675.00/hr	202.50
For professional services rendered Additional charges:			43.70	\$26,017.50
			<u>Price</u>	
3/31/2008	DRH	Online legal research	91.05	91.05

Sumanata Banerjee

Page 3

	<u>Amount</u>
Total costs	\$91.05
Total amount of this bill	\$26,108.55
Previous balance	\$108,265.12
Balance due	<u><u>\$134,373.67</u></u>

Attorney Summary			
Name	Hours	Rate	Amount
Douglas R. Hirsch	30.50	675.00	\$20,587.50
Francis Bigelow	10.80	475.00	\$5,130.00
Michael Crespo	2.40	125.00	\$300.00

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

July 01, 2008

Sumanata Banerjee  
 Tuckerbrook Alternative Investments  
 707 Summer Street  
 Stamford CT 06901

File No.: Banerjee.General  
 Invoice No: 29028  
 Professional services

			Hrs/Rate	Amount
5/16/2008	DRH	Tel conf with client; Review of email rom TG; Additional Tel Conf with client.	1.20 675.00/hr	810.00
5/19/2008	FB	Call from client re resignation of Yoder.	0.10 475.00/hr	47.50
	DRH	Drafted emergency motion to dissolve stipulation.	6.20 675.00/hr	4,185.00
5/20/2008	FB	Conducted legal research re right to plan a competing business, financial hardship, unclean hands; conferences with DRH re same.	1.80 475.00/hr	855.00
	DRH	Worked on Emergency motion, Tel conf with SB,	6.00 675.00/hr	4,050.00
5/21/2008	FB	Attention to e-mail from T Gallitano re nondisparagement; conference with DRH re memo, affidavit; made corrections to memo, affidavit; scanned in additional exhibits, matched exhibits to affidavit; finalized memo and affidavit and e-mailed same to T Gallitano and client; conference with client re memo, affidavit.	4.70 475.00/hr	2,232.50
	DRH	Finished drafting and revising the motion papers.	6.20 675.00/hr	4,185.00
5/22/2008	FB	Conference with MC re need to get PACER password for Dist Ct Mass filings by S&G in future.	0.20 475.00/hr	95.00

Sumanata Banerjee

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			Hrs/Rate	Amount
5/22/2008	DRH	Emails and tel confs with TG and SB. Rule 26(f) issues.	1.40 675.00/hr	945.00
5/23/2008	FB	Call from client; call to DRH re transcript; tried to obtain transcript from court website; call to S Klein re no transcript, no comment.	0.40 475.00/hr	190.00
5/27/2008	FB	Conference with DRH re amending complaint; conducted legal research for amending complaint; drafted 3d party complaint, amended counterclaims.	4.10 475.00/hr	1,947.50
	DRH	Discussed amended complaint with FB; Email to client.	0.40 675.00/hr	270.00
5/28/2008	DRH	Research regarding joinder of parties; Delaware limited partner derivative actions; Emials with TG regarding amending the complaint and the mediation; Tel conf with SB; Tel conf with TG.	4.80 675.00/hr	3,240.00
5/29/2008	FB	Drafted statement to mediator, e-mailed same to Boston attys, client, DRH.	6.60 475.00/hr	3,135.00
	MC	Exhibits printed out, tabbed, hole-punched, placed in binder for attorney to messenger.	2.30 125.00/hr	287.50
	DRH	Met with FB and went over motion to add parties. Tel conf with TG; Work on Permissive Joinder Motion. Tel conf with SB. Revisions to amend the complaint to add the Hardt Group.	5.30 675.00/hr	3,577.50
5/30/2008	DRH	Revised and put together the mediation statement. Tel confs with SB and TG; Review of emails from SB and TG.	3.60 675.00/hr	2,430.00
6/2/2008	FB	Conference with DRH; drafted complaint against Hardt Group.	5.40 475.00/hr	2,565.00
	PG	Rec'd letter addressed to Hollenberg and Rowlinson in Germany, back from US Post Office as address insufficient. Conf w. FB, sent email to client to advise if he has a new address. cc to DRH and FB. Updated client info in Amicus.	0.10 125.00/hr	12.50
	FB	Made changes to DRH memo in support of Rule 20 motion.	0.30 475.00/hr	142.50

Sumanata Banerjee

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			Hrs/Rate	Amount
6/2/2008	DRH	Mediation conference; Worked on drafting memo of law and complaint for motion to add Hardt Group.	7.70 675.00/hr	5,197.50
	PG	Rec'd letter addressed to Hollenberg and Rowlinson in Germany, back from US Post Office as address insufficient. Conf w. FB, sent email to client to advise if he has a new address. cc to DRH and FB. Updated client info in Amicus.	0.10 125.00/hr	12.50
6/3/2008	FB	Drafted counterclaims and complaint; finalized joinder memo of law; e-mailed all to T Gallitano and all counsel; drafted cover letter to Hardt Group with memo; pdf'd all docs; e-mailed same to Frank; gave docs to MC to serve on Hardt Group by hand.	3.30 475.00/hr	1,567.50
	PG	Copied mediation book & pdf exhibits into Worldox.	1.00 125.00/hr	125.00
	DRH	Finished revising motion papers for Rule 20 motion. Emails with Sam and Tom; Tel confs with Sam and Tom. Drafted mediation talking points and prepared for mediation.	7.20 675.00/hr	4,860.00
6/4/2008	FB	Attention to decision from Judge Saris, read same; call from DRH and client re same.	0.40 475.00/hr	190.00
	DRH	Met with client and prepared for mediation. Attended mediation; Reviewed court decision; Discussed decision with Banerjee and Gallitano.	10.00 675.00/hr	6,750.00
6/5/2008	FB	Conducted legal research re implied contracts.	0.90 475.00/hr	427.50
	MC	Scan and email of letter to Steven Klugman with copy of June 4th Order.	0.40 125.00/hr	50.00
	DRH	Drafted letter to Klugman; Tel conf with client and TG; Emails with client.	5.50 675.00/hr	3,712.50
6/6/2008	FB	Drafted motion for Tuckerbrook to post a bond; conducted legal research for same; conference with DRH re same; sent motion papers to T Gallitano.	3.50 475.00/hr	1,662.50

Sumanata Banerjee

Page 4

			Hrs/Rate	Amount
6/6/2008	DRH	Worked on motion for Bond. Multiple emails with TG and SB regarding computer issues, interpretation of Judge's order, fees owed to Banerjee, strategy going forward.	3.30 675.00/hr	2,227.50
6/9/2008	FB	Sent papers for bond motion to T Gallitano.	0.20 475.00/hr	95.00
	DRH	Revisions to letter to LPs.	0.30 675.00/hr	202.50
6/10/2008	FB	Call from client re letter to investors; reviewed letters; call with T Gallitano re bond motion.	0.90 475.00/hr	427.50
	DRH	Revised letter to LPs. Attention to various emails regarding the bond and management fees.	1.50 675.00/hr	1,012.50
6/11/2008	FB	Review of Judge Saris order; sent e-mail to DRH re same, SB responses to LPs; drafted e-mail to TB re management fees.	3.80 475.00/hr	1,805.00
	DRH	Review of materials concerning management fees, tel conf with client; review of email.	1.00 675.00/hr	675.00
6/12/2008	JG	T/c w/ RG; T/c w/ DH re: receipt of Bingham letter.	0.40 675.00/hr	270.00
	FB	Drafted memo for sanctions.	6.40 475.00/hr	3,040.00
	DRH	Reviewed multiple emails from Tom and Sam. Tel confs with Tom. Reviewed letter from Jordan Hershman; Disucssed letter with RG.	2.20 675.00/hr	1,485.00
6/13/2008	JG	Review letter of Bingham re: Hardt Group; conference w/ DH re: same.	1.20 675.00/hr	810.00
	FB	Continued drafting memo for contempt motion.	5.00 475.00/hr	2,375.00
	DRH	Tel conf with SB; Review of multiple emails from SB and TG; Review of and revisions to Contempt Motion. Discussed wtih FB.	1.70 675.00/hr	1,147.50
6/16/2008	PG	Print-out of FB email/document. pdf of numerous emails and saved into Worldox for exhibits.	0.50 125.00/hr	62.50

Sumanata Banerjee

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			Hrs/Rate	Amount
6/16/2008	FB	Drafted contempt motion papers, conference with DRH re same.	6.70 475.00/hr	3,182.50
	DRH	Reviewed and revised contempt motion. Tel conf with SB. Tel conf with TG.	4.70 675.00/hr	3,172.50
6/17/2008	FB	Contempt memo - conferences with DRH and client re same.	5.50 475.00/hr	2,612.50
	PG	Emailed exhibits A thru O to Mike Bernardo. Needed to pull Exhibits I to N and pdf into system and email to Bernardo.	0.80 125.00/hr	100.00
	DRH	Tel confs with client and revisions to motion for contempt.	5.00 675.00/hr	3,375.00
6/18/2008	FB	Finalized exhibits and papers for contempt motion; conferences with PG and M Bernardo re same; conducted research on Rule 11 issues; conference with DRH re same; drafted memo to DRH re same.	3.40 475.00/hr	1,615.00
	PG	Saved attachments of the electronic filings from Gallitano's email into Worldox.	0.30 125.00/hr	37.50
6/19/2008	FB	Sent e-mail to adversary M Blanchard re briefing schedule on motion to dismiss.	1.10 475.00/hr	522.50
	MC	Attorney letter scanned and emailed to Jordan Hershman.	0.40 125.00/hr	50.00
	DRH	Tel conf with client; Emails with client; TG; JF and MB. Review of letter to the Hardt Group.	1.30 675.00/hr	877.50
6/23/2008	FB	Attention to motion papers; conference with DRH re same.	0.40 475.00/hr	190.00
	DRH	Emails regarding Hearing on Wednesday. Review of letter from Hershman. Email with Tom Gallitano.	0.40 675.00/hr	270.00
6/24/2008	FB	Attention to fax from client re unreimbursed expenses; call from client; conference with DRH re papers, tomorrow's hearing; arranged for motion and exhibits binder with MC.	2.70 475.00/hr	1,282.50
	MC	Motion for sanctions printed out from Massachusetts Federal Website with exhibits, copied, tabbed, binderized into two separate binders.	2.40 125.00/hr	300.00

Sumanata Banerjee

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			Hrs/Rate	Amount
6/24/2008	DRH	Prep for argument and emails with Jason Frank.	1.00 675.00/hr	675.00
6/25/2008	FB	Consulted caselaw re emergency motions; sent e-mail to TG re same; call with TG; call to court clerk R Alba re no opp from TB; drafted e-mail to group re same; attention to opposition papers from TB rec'd today, made notes re same.	3.10 475.00/hr	1,472.50
	DRH	Travelled to Boston; Prepared for Hearing; Attended Hearing; Discussed Issues With Client; Travelled Back To New York.	13.00 675.00/hr	8,775.00
6/26/2008	FB	Conference with DRH re yesterday's hearing in MA fed court; call with client re fees; drafted letter to TB re fees in escrow; drafted motion to extend time on motion to dismiss, gave same to MC to file.	3.20 475.00/hr	1,520.00
	FB	Conference with DRH re yesterday's hearing in MA fed court; call with client re fees; drafted letter to TB re fees in escrow; drafted motion to extend time on motion to dismiss, gave same to MC to file.	3.20 475.00/hr	1,520.00
6/27/2008	FB	E-mails to and from client re upcoming communications with TB; began drafting e-mails to TB re funds, books and records.	0.50 475.00/hr	237.50

For professional services rendered  
 Additional charges:

			Price
5/5/2008	MC	FedEx	29.81
5/7/2008	MC	FedEx	19.25
5/8/2008	MC	FedEx	19.25
6/24/2008	MC	View binders	15.15

Total costs	\$83.46
Total amount of this bill	\$107,263.46
Previous balance	\$134,373.67

Sumanata Banerjee

Page 7

	<u>Amount</u>
5/27/2008 Payment - thank you. Check No. Wire	(\$20,000.00)
Total payments and adjustments	(\$20,000.00)
Balance due	<u><u>\$221,637.13</u></u>

Attorney Summary			
Name	Hours	Rate	Amount
Douglas R. Hirsch	100.90	675.00	\$68,107.50
Jeffrey Goldberg	1.60	675.00	\$1,080.00
Francis Bigelow	77.80	475.00	\$36,955.00
Michael Crespo	5.50	125.00	\$687.50
Pat Green	2.80	125.00	\$350.00

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

SADIS & GOLDBERG LLP

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

July 18, 2008

Sumanata Banerjee  
 Tuckerbrook Alternative Investments  
 707 Summer Street  
 Stamford CT 06901

File No.: Banerjee.General

Invoice No: 29594

Professional services

			<u>Hrs/Rate</u>	<u>Amount</u>
6/26/2008	DRH	Emails with client; Discussed work to be done with FB.	0.50 675.00/hr	337.50
6/27/2008	DRH	Various emails and tel confs with client regarding Klugman Email.	0.70 675.00/hr	472.50
6/30/2008	FB	Drafted GSS and escrow letters; conference with DRH re same; calls with client re same; finalized letters, gave same to MC to e-mail and FedEx.	3.80 475.00/hr	1,805.00
	DRH	Tel confs with client and email to JF. Tel confs with Klugman. Reviewed and responded to emails from client. Tel conf with client and SBreslow.	2.20 675.00/hr	1,485.00
7/1/2008	FB	Attention to order scheduling mediation in September; entered same in calendar; call from client re buyout number; e-mailed DRH re same.	0.30 475.00/hr	142.50
	DRH	Review of settlement offer; Tel conf with SB; Tel conf with Klugman; Tel conf with TG.	2.00 675.00/hr	1,350.00
7/2/2008	FB	Sent e-mail to DRH re opposition brief on motion to dismiss.	0.20 475.00/hr	95.00
	DRH	Reviewed and revised settlement proposal. Tel confs with SB. Emails with SB and TG; Reviewed TB letter to investors. Reviewed email from Klugman; Email to Klugman.	5.30 675.00/hr	3,577.50

Sumanata Banerjee

Page 2

			Hrs/Rate	Amount
7/6/2008	DRH	Tel conf with client.	0.50 675.00/hr	337.50
7/7/2008	FB	Call to client re irreparable harm affidavit, he will send out shortly; attention to motion to dismiss counterclaims, began drafting outline of opposition brief; attention to e-mail from T Gallitano re TB's motion for spoliation.	1.20 475.00/hr	570.00
7/8/2008	FB	Attention to letter from J Frank re books and records; sent e-mail to TG re same; attention to e-mails re escrow amount and order.	0.50 475.00/hr	237.50
7/9/2008	FB	Attention to e-mail from TG with transcript; e-mails to and from DRH and TG re motion re irreparable harm; call with client re steering committee's mtg with TB; read through transcript of 6/25/08.	1.20 475.00/hr	570.00
7/10/2008	FB	Call from client re settlement, irreparable harm; drafted e-mails to DRH and TG re same; drafted letters to Liccar, J Frank; second call from client re irreparable harm motion; sent e-mail to DRH.	1.30 475.00/hr	617.50
7/14/2008	FB	Finalized memo of law and client affidavit for release of escrowed management fees; conference with DRH re same; call with client re Liccar and books and records; e-mails to TB re extension on motion to dismiss and Liccar letter - when sent.	4.20 475.00/hr	1,995.00
7/15/2008	FB	Attention to letter from ADM Maculus, e-mailed same to client; call from client re same; conference with DRH re motion to dismiss; finalized motion for extension on MTD; attention to e-mail from M Blanchard re Liccar documents.	1.30 475.00/hr	617.50
DRH		Multiple tel confs and emails with client. Tel conf with Blanchard regarding settlement. emails with Blanchard regarding settlement. Discussion with FB about correspondence from underlying manager and Liccar issues. Review of irreparable harm affidavit.	4.70 675.00/hr	3,172.50
7/16/2008	FB	Call from client re Liccar letter, need to add specific documents in letter from TB.	2.90 475.00/hr	1,377.50
	FB	Call from client re Liccar letter, need to add specific documents in letter from TB.	2.90 475.00/hr	1,377.50

Sumanata Banerjee

Page 3

			Hrs/Rate	Amount
7/16/2008	DRH	Tel conf and emails with client. Email to Blanchard regarding settlement.	1.20 675.00/hr	810.00
7/17/2008	FB	Conference with DRH re Del case about no unilateral action o/b/o LLC; scanned same and saved to system; continued drafting opposition to MTD; continued drafting motion for release of escrowed funds.	4.40 475.00/hr	2,090.00
	PG	Pdf Liccar letter dated July 16, 2008, emailed to client, cc'd FB and DRH. pdf and emailed another letter to client cc'd FB and DRH.	0.20 125.00/hr	25.00
	DRH	Read new Delaware Case regarding 50% managing members being deadlocked. Email to Klugman; Revised memo of law for release of escrowed fees. Tel conf with client; Tel conf with Tom G.	6.70 675.00/hr	4,522.50
For professional services rendered			48.20	\$27,585.00
Previous balance				\$221,637.13
Balance due				\$249,222.13

## Attorney Summary

Name	Hours	Rate	Amount
Douglas R. Hirsch	23.80	675.00	\$16,065.00
Francis Bigelow	24.20	475.00	\$11,495.00
Pat Green	0.20	125.00	\$25.00

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

September 10, 2008

Sumanta Banerjee  
 23 Soundview Farm Road  
 Weston CT 06883

File No.: Banerjee.General  
 Invoice No: 30736  
 Professional services

			Hrs/Rate	Amount
6/30/2008	MC	Scan and email, and fedex of attorney correspondence to opp counsel.	0.40 125.00/hr	50.00
7/3/2008	DRH	Tel conf with Klugman; Email to client. Review of multiple emails from client. Tel conf with client.	2.80 675.00/hr	1,890.00
7/9/2008	MC	Scan, pdf conversion and saved motion hearing of 6-25-08 into system.	0.40 125.00/hr	50.00
7/18/2008	PG	Pdf DRH letter, saved and emailed to client. Original given to DRH.	0.20 125.00/hr	25.00
	DRH	Finished drafting and revising the memo of law in support of the motion for injunctive relief.	3.80 675.00/hr	2,565.00
7/21/2008	FB	Continued drafting opposition on motion to dismiss.	2.00 475.00/hr	950.00
	DRH	Worked on irreparable harm motion. Tel conf with client about strategy of case. Emails regarding strategy.	2.40 675.00/hr	1,620.00
	DRH	Multiple emails and tel conf with client regarding outstanding bill and letter.	2.00 675.00/hr	1,350.00
7/22/2008	FB	E-mailed stip to adversary M Blanchard for extension on motion to dismiss; made changes to memo of law on motion for escrowed funds.	4.00 475.00/hr	1,900.00

Sumanta Banerjee

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			Hrs/Rate	Amount
7/22/2008	PG	Copies of 3rd motion for extension. Drafted cover letter for motion. Served on opposition with cover letter w. copy of motion, pdf and electronically filed w. MA District Court. pdf fee agreement signed by DRH and client. Emailed to client and cc: DRH. (Was given a faxed copy to pdf etc., filed the same into redwell). pdf exhibits and emailed exhibits to client. cc: FB and DRH. Copies made of exhibits and labels for serving opposition. Proofed client affidavit and MOL. Call to client to confirm his receipt of exhibits (has not responded to email) left v.m.	2.80 125.00/hr	350.00
	DV	Review of Section 205 of the IAA and discussed with Doug and Bo.	0.50 525.00/hr	262.50
	DRH	Discussed letter with client.	1.50 675.00/hr	1,012.50
	DRH	Revisions to motion for irreparable harm; Tel confs and emails with client. Discussions with FB. Research regarding last antecedent rule.	3.30 675.00/hr	2,227.50
7/23/2008	FB	Attention to redline affidavit and memo from client on motion to release escrowed funds; made final corrections to same; conference with DRH, client re same; gave all docs to PG to file by ECF; continued drafting opp on motion to dismiss.	3.40 475.00/hr	1,615.00
	PG	Conf w. FB, printout and pdf of client affidavit and exhibits, memo of law, motion, and notice of filing motion, drafted certificate of service, Electronically filed motion. Conformed Notice of Filing Emergency Motion with docket numbers as needed, pdf and filed electronically. ECF confirmations rec'd for each filing and attached to file copy. Created new redwell. Motion filed into redwell. Rewell given to MC for bar coding.	2.30 125.00/hr	287.50
	DRH	Review of status notice; review of various emails from client; worked on response to TB's MTD.	1.70 675.00/hr	1,147.50
7/24/2008	FB	Continued drafting memo in opp on motion to dismiss counterclaims.	4.70 475.00/hr	2,232.50
	FB	Drafted memo in opp to MTD.	1.70 475.00/hr	807.50

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Page 3

			Hrs/Rate	Amount
7/24/2008	DRH	Tel conf with Klugman; Tel conf with TG; Review of emails and Court Orders. Discussed opposition to MTD issues with FB.	1.00 675.00/hr	675.00
7/27/2008	DRH	Reviewed emails and Rule 26 Disclosure.	0.30 675.00/hr	202.50
7/28/2008	MC	Meeting with Douglas Hirsch regarding placing email documents onto computer discs. Meeting Denys Dlabloha for actual cd burning of binder documents.	0.60 125.00/hr	75.00
	DD	Formatted discs for DH re: correspondence records.	0.90 275.00/hr	247.50
	DRH	Emails with client and review of TBs Rule 26 Disclosures. Began drafting SBs Rule 26 Disclosures.	1.00 675.00/hr	675.00
7/29/2008	FB	Continued drafting opp on MTD.	3.90 475.00/hr	1,852.50
	PG	Copies of demands, pdf and emailed to Jason Frank at Bingham McCutchen. cc'd DRH. Prepared fedex and served on Frank via fedex w. cover letter.	0.50 125.00/hr	62.50
	DRH	Drafted doc requests; worked on opposition papers to TBs motion to dismiss; drafted Rule 26a disclosure; Met with client; Tel conf with JF about settlement. Research regarding tortious interference with contract.	7.20 675.00/hr	4,860.00
7/30/2008	PG	E-mail correspondence with Fedex confirmation confirmed Frank's receipt of discovery request for documents. Printout of the same. Internet search, emailed Judge Saris' rules/order, local and combined rules with requested section inserted into email for a quick read to FB for review. Rules and orders saved to Worldox for referencing. Rec'd renewed document requests from DRH. Copied, pdf, prepared fedex and cover letter and re-served on Frank via email and fedex. In addition, drafted Certificate of Service for Rule 26 Disclosure, copies of disclosure, prepared fedex, cover letter. Served on Frank via fedex and email. cc'd DRH.	1.90 125.00/hr	237.50

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			Hrs/Rate	Amount
7/30/2008	FB	Drafted memo of law in opposition to motion to dismiss; call with DRH re same.	8.70 475.00/hr	4,132.50
	DRH	Finished drafting Rule 26(a) disclosures. Finished drafting document requests. Emails and tel confs with SB. Emails with Mike Blanchard. Emails with Jason Frank regarding settlement. Worked on opposition to motion to dismiss.	9.30 675.00/hr	6,277.50
7/31/2008	FB	Continued drafting memo in opp on motion to dismiss; conferences with DRH re opposition to our motion for release of escrowed fees.	9.00 475.00/hr	4,275.00
	PG	Rec'd emailed Pacer receipts from DRH. Saved Tuckerbrook's papers filed in response to our motion to release escrowed mgmt fees. Emailed the same to our client for his review. Printed additional documents from Pacer site for FB's memorandum of law. Pulling exhibits for memo of law. Printed motion for irreparable harm, memo of law, notice, cert of service w. exhibits and tabs for DRH conference tomorrow. Gave to DRH w. redwell.	4.80 125.00/hr	600.00
	DRH	Worked on opp papers to motion to dismiss. Worked on Sam's affidavit. Review of papers filed by Tuckerbrook. Research regarding derivative claim. Emails with client. Tel conf with client. Multiple tel confs with Jason Frank regarding settlement.	8.30 675.00/hr	5,602.50
	MC	Copied and collated notices of deposition for Hasset, Smith, Hausler, Whelan.	0.90 125.00/hr	112.50
	MC	Velobinding memorandum of law in opposition to Tuckerbrook's motion to dismiss banerjee's first amended counterclaims with tabs and black back.	0.70 125.00/hr	87.50
8/1/2008	PG	Assisted MC and FB w. filing of affidavits.	0.20 125.00/hr	25.00
	FB	Finalized client's supp affidavit; filed same with MC on ECF.	1.90 475.00/hr	902.50
	PG	Pulled further exhibits for Memo of Law. Pdf documents, drafted certificate of service, ECF filed Memo of Law with exhibits.	3.90 125.00/hr	487.50

Sumanta Banerjee

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			Hrs/Rate	Amount
8/1/2008	DRH	Finished revising Banerjee and Chodis affidavits. Travelled to Boston, Appeared at hearing. Engaged in settlement discussions with Jason Frank and client. Travelled back to NY.	11.00 675.00/hr	7,425.00
	MC	Electronic filing of Supplemental Affidavit of client along with affidavit of Adam Chodos, preparation and electronic filing of certificate of service for filing of same.	0.80 125.00/hr	100.00
8/4/2008	FB	Attention to e-mail from TG re subpoena from Tuckerbrook; drafted motion for extension on spoliation motion, e-mailed same to adversary J Frank.	0.40 475.00/hr	190.00
	DRH	Tel conf with client regarding settlement; Tel conf with TG regarding settlement.	0.70 675.00/hr	472.50
8/5/2008	FB	Attention to TB's proposed settlement agreement, e-mails re same; attention to e-mail from J Frank re motion for extension on spoliation motion; finalized motion for extension, gave to MC to file by ECF.	0.70 475.00/hr	332.50
	MC	Electronic filing of Banerjee First motion for third leave for extension on spoliation motion.	0.70 125.00/hr	87.50
	DE	Reviewed settlement agreement and prepared rider	3.50 575.00/hr	2,012.50
	JG	Conferences w/ DH re: terms of settlement agreements; conferences w/ DE re: same; review of settlement agreement; prepare comments to agreement; review and revise comments of DE to settlement agreement.	4.00 675.00/hr	2,700.00
	DRH	MEt with JG regarding settlement agreement. Review of settlement agreemnt. Tel conf and emails with client and TG; Tel conf with JF. Revised settlement agreement.	5.70 675.00/hr	3,847.50
8/6/2008	FB	Conference with DRH re possible need to move to enforce settlement agreement.	0.10 475.00/hr	47.50
	JG	Review and revise settlement agreement	1.00 675.00/hr	675.00

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			Hrs/Rate	Amount
8/6/2008	DRH	Worked on revising settlement agreement; Tel conf with Klugman. Tel confs with client and TG.	7.20 675.00/hr	4,860.00
8/7/2008	FB	Attention to e-mails re settlement agreement.	0.10 475.00/hr	47.50
	PG	Converted Word into pdf, emailed to DRH.	0.20 125.00/hr	25.00
	DRH	Finished revising settlement agreement. Multiple tel confs with TG; Tel conf with JF; Tel conf with client; Drafted affidavit for motion to enforce settlement agreement and stay.	9.20 675.00/hr	6,210.00
8/8/2008	PG	Pdf multiple exhibits for DRH affidavit. Emailed exhibits to Gallitano per DRH.	0.50 125.00/hr	62.50
	DRH	Worked on motion to enforce settlement.	7.20 675.00/hr	4,860.00
8/11/2008	FB	Call to T Gallitano, L/M on voicemail; call with TG re strategy on spoliation motion while our motion to enforce is pending; sent e-mail to DRH re same.	0.20 475.00/hr	95.00
8/12/2008	FB	Attention to letter from S Klugman o/b/o new GP, Distressed GP, LLC.	0.10 475.00/hr	47.50
8/14/2008	FB	Reviewed TB's doc reqs and interrogatories; call to client re same; e-mailed same to client with notes re which ones to exclude.	0.60 475.00/hr	285.00
8/15/2008	PG	Attempted to access cases for client. Unable to access. Sent email to FB.	0.10 125.00/hr	12.50
	FB	Forwarded e-mail to PG re client's wish for other TB/Hassett cases.	0.10 475.00/hr	47.50
8/18/2008	FB	Attention to e-mail from client re doc requests, interrogatories; attention to motion to compel from TB, conference with DRH re same.	0.70 475.00/hr	332.50
	DRH	Reviewed motion to compel and letter from Kevin O'Conner regarding Google Subpoena. Disussed issues with FB.	1.00 675.00/hr	675.00
8/19/2008	DRH	Tel conf with SK.	0.20 675.00/hr	135.00

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			Hrs/Rate	Amount
8/20/2008	MC	Scan, PDF, and electronic filing of memorandum of law and affidavit of Douglas Hirsch in opposition to motion to compel discovery, redaction of email exhibit to affidavit.	1.10 125.00/hr	137.50
	DRH	Emails with client.	0.20 675.00/hr	135.00
8/22/2008	FB	Worked from MB draft of memo and aff on TB's spoliation motion.	0.70 475.00/hr	332.50
8/25/2008	FB	Finalized opp on spoliation motion; attention to local rules re Rule 26(a) requirements.	2.80 475.00/hr	1,330.00
	DRH	Review of spoliation memo of law from Bernardo; Review of Tuckerbrook's spoliation memo. Discussed issues with FB. Tel conf with SB. Tel conf with TG. Email to JF. Review of Bernardo letter.	1.80 675.00/hr	1,215.00
8/26/2008	FB	Drafted opposition on motion to compel; conference with DRH re same; reviewed spoliation opp by DRH; e-mailed affidavit to client.	3.50 475.00/hr	1,662.50
	DRH	Review of Jason Frank's memo of law in opposition to motion to enforce the settlement. Discussed memo of law with FB. Review and revisions to memo in opp to motion to compel discovery responses. Review and revisions to memo of law in opp to motion for spoliation. Began drafting supp affidavit in support of motion to compel.	5.00 675.00/hr	3,375.00
8/27/2008	FB	Attention to client's affidavit, finalized all documents for filing opp to spoliation motion; sent e-mail to client re status of discovery responses.	0.70 475.00/hr	332.50
	DRH	Worked on supp aff. Tel conf call with client.	4.00 675.00/hr	2,700.00
	MC	Electronic filing of memorandum of memo and affidavit re spoliation	0.60 125.00/hr	75.00
8/28/2008	FB	Reviewed initial disclosure from TB, made index of same; sent e-mail to DRH re same.	1.50 475.00/hr	712.50
	PG	Saved affidavits and exhibits for DRH into Worldox.	0.40 125.00/hr	50.00

Sumanta Banerjee

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			Hrs/Rate	Amount
8/28/2008	DRH	Revised and finalized supp aff. Discussed doc production with FB. Emails with client and TG.	3.30 675.00/hr	2,227.50
	MC	Scan and electronic filing of Affidavit of Doug Hirsch, Exhibit A to affidavit.	0.40 125.00/hr	50.00
9/2/2008	PG	Left (3) mssges for docket clerk / Noreen Russo to confirm mediation date. Searched court website for Magistrate Collins mediation rules. None posted.	0.20 125.00/hr	25.00
	DRH	Discussion with TG about status of Alba discussions. Discussed mediation status with PG. Emails with client.	0.80 675.00/hr	540.00
9/3/2008	DRH	Drafted mediation statement; Emails with client; Tel conf with TG.	5.00 675.00/hr	3,375.00
	MC	Scanned, saved and numbered initial disclosure responses in bate stamped order.	1.30 125.00/hr	162.50
	MC	Copied and collated binder for mediation statement with exhibit tabs, fedex, velo binding, copied made for attorney in 3-ring binder, scanned office copy into system.	1.40 125.00/hr	175.00
9/4/2008	PG	Pdf DRH affidavit, filed the same via ECF. Print out of filing receipt.	0.50 125.00/hr	62.50
For professional services rendered Additional charges:			196.10	\$105,992.50

			Price
5/30/2008	DRH	Westlaw online research fee	2,457.18
6/19/2008	MC	FedEx	19.71
6/30/2008	MC	FedEx	19.71
7/29/2008	PG	FedEx	23.91
7/30/2008	PG	FedEx	23.91
	PG	FedEx	23.91
7/31/2008	MC	FedEx	20.41

Sumanta Banerjee

Page 9

	<u>Amount</u>
Total costs	\$2,588.74
Total amount of this bill	\$108,581.24
Previous balance	\$249,222.13
Balance due	<u><u>\$357,803.37</u></u>

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Douglas R. Hirsch	106.90	675.00	\$72,157.50
Jeffrey Goldberg	5.00	675.00	\$3,375.00
Daniel Viola	0.50	525.00	\$262.50
Danielle Epstein	3.50	575.00	\$2,012.50
Francis Bigelow	51.50	475.00	\$24,462.50
Denys Dlaboha	0.90	275.00	\$247.50
Michael Crespo	9.30	125.00	\$1,162.50
Pat Green	18.50	125.00	\$2,312.50

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

November 30, 2008

Sumanta Banerjee  
 23 Soundview Farm Road  
 Weston CT 06883

File No.: Banerjee.General  
 Invoice No: 32453  
 Professional services

			<u>Hrs/Rate</u>	<u>Amount</u>
9/4/2008	DRH	Emails with JF and Blanchard regarding mediation; Tel confs with TG regarding mediation; spoke with Blanchard regarding mediation and discovery issues; spoke with Magistrate's chambers; drafted affidavit regarding mediation and filed affidavit.	3.30 675.00/hr	2,227.50
9/5/2008	DRH	Tel conf with client; Tel conf with Magistrate Collings; Tel conf with Tom Gallitano. REview of ECF notices.	0.90 675.00/hr	607.50
9/8/2008	DRH	Review of emails from client and TG.	0.20 675.00/hr	135.00
9/9/2008	FB	Attention to e-mail from T Gallitano re new trial counsel for TB.	0.10 475.00/hr	47.50
	DRH	Multiple emails with client regarding settlement.	0.20 675.00/hr	135.00
9/10/2008	FB	Reviewed TB's discovery requests and client e-mails; drafted interrogatory responses.	2.90 475.00/hr	1,377.50
	DRH	Tel conf with SB regarding settlement. Discussed document production with FB. Discussed Magistrate's denial of motion to compel.	1.20 675.00/hr	810.00
9/11/2008	FB	Drafted discovery responses to TB.	1.10 475.00/hr	522.50

Sumanta Banerjee

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			Hrs/Rate	Amount
9/11/2008	DRH	Review of emails from client; Discussed document production with FB and interrogatory answers.	0.50 675.00/hr	337.50
9/12/2008	FB	Met with client re documents, CD that he brought in; call, e-mail to DRH with client re same.	0.70 475.00/hr	332.50
	DRH	Emails with client and tel conf with client. Tel call to TBs new attorney.	0.40 675.00/hr	270.00
9/15/2008	PG	Searched court website for Judge's order of transfer to Hillman and mediation notice. Printout and saved the same to Worldox, entered mediation date into calendar. Drafted cover for brief memorandum instructing court this is confidential and not to be docketed or disclosed. Conf w. DRH on order to email brief. Instruction to file conf w. MC and gave MC written instructions and the order to refer to.	1.20 125.00/hr	150.00
	MC	Mediation statement binder copied, collated with exhibit tabs. Copy emailed to clerk as per court order.	2.40 125.00/hr	300.00
9/16/2008	FB	Conference with DRH re need to move to withdraw.	0.50 475.00/hr	237.50
	DRH	Reviewed docs provided by client; Reviewed interrogatory responses. Discussed issues with FB. Tel calls and emails with client.	2.00 675.00/hr	1,350.00
9/17/2008	DRH	Emails with client concerning document discovery. Reviewed and revised interrogatories.	0.80 675.00/hr	540.00
	FB	Reviewed documents produced by client for production; reviewed all e-mails and attachments from client.	3.80 475.00/hr	1,805.00
9/18/2008	FB	Continued compiling documents for production to TB; drafted motion to withdraw.	3.80 475.00/hr	1,805.00
	DRH	Emails with client; Review of GP letter; Emails with TBs new counsel. emails with TG. Reviewed status of doc production with FB.	1.40 675.00/hr	945.00
9/19/2008	FB	Call from client re discovery responses; sent e-mail to DRH re same; finalized discovery responses; finalized motion to withdraw, gave to DRH for review; gave final discovery responses to MC to	2.20 475.00/hr	1,045.00

Sumanta Banerjee

Page 3

			<u>Hrs/Rate</u>	<u>Amount</u>
		send out to all counsel; drafted verification and sent to client with responses.		
9/19/2008	DRH	Settlement conf with TC. Email with client and Tel conf with client.	1.30 675.00/hr	877.50
	MC	Copied and collated Banerjee's Response to Plaintiff's First Set of Requests for Production of Documents, and Response to First Set of Interrogatories, sent to opp counsel.	1.30 125.00/hr	162.50
9/22/2008	FB	Reviewed all documents that we will produce, blocked parts for redaction; conference with DRH re same.	2.30 475.00/hr	1,092.50
	DRH	Multiple emails and telephone confs with client regarding settlement. Multiple tel confs with T O'Conner regarding settlement.	2.50 675.00/hr	1,687.50
	MC	Redaction, copying and date stamping documents to be exchanged with attorney Tom O'Connor, fedex box and slip prepared for overnight delivery.	4.50 125.00/hr	562.50
9/23/2008	DRH	Travelled to Worcester for mediation. Participated in Mediation and returned home.	12.50 675.00/hr	8,437.50
9/24/2008	FB	Conference with DRH re drafting settlement agreement after yesterday's mediation; began drafted settlement agreement.	1.70 475.00/hr	807.50
	DRH	Review of non-compete. Emails with client. Discussed draft settlement agreement with FB.	0.50 675.00/hr	337.50
9/25/2008	FB	Conference with DRH re settlement agreement; reviewed TB settlement agreement, made changes; call to T O'Connor re paragraph 3(a).	2.10 475.00/hr	997.50
	DRH	Reviewed emails from client; Discussed drafting issues of settlement agreement with FB. Reviewed letter from TB regarding settlement. Reviewed O'Conner's draft settlement agreement.	1.20 675.00/hr	810.00
9/26/2008	FB	Made corrections to TB's proposed settlement agreement; e-mailed DRH re same.	0.70 475.00/hr	332.50
10/1/2008	DRH	Review and revise TB's proposed settlement agreement. Tel conference with SB.	4.30 675.00/hr	2,902.50

Sumanta Banerjee

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			<u>Hrs/Rate</u>	<u>Amount</u>
10/2/2008	DRH	Tel conference with client and emails with client regarding settlement agreement; Telephone call with Tom O'Conner; Revisions to draft of settlement agreement.	2.50 675.00/hr	1,687.50
10/3/2008	DRH	Reviewed email from client; Tel conference with client. Revisions to Settlement Agreement and email.	1.50 675.00/hr	1,012.50
10/7/2008	FB	Reviewed settlement agreement with DRH.	0.30 475.00/hr	142.50
10/8/2008	DRH	Sent email to O'Conner. Reviewed and responded to O'Conner email.	0.50 675.00/hr	337.50
10/10/2008	DRH	Emails with client and worked on new settlement agreement.	0.80 675.00/hr	540.00
10/13/2008	DRH	Revised settlement agreement.	1.00 675.00/hr	675.00
10/15/2008	DRH	Tel conference with TO; Tel Confs with TG; Emails with client and Email to TO.	1.00 675.00/hr	675.00
10/16/2008	DRH	Emails with TO and client and TG.	0.50 675.00/hr	337.50
10/20/2008	DRH	Review of email from client; Tel conference with TG; Drafted joint motion; email to TO.	1.00 675.00/hr	675.00
10/24/2008	DRH	Review of emails; Sent emails to TO regarding settlement; Drafted and revised sett docs.	2.20 675.00/hr	1,485.00
10/27/2008	DRH	Review of Operating Agreement; Review of Allkek agreement; Review of emails from TO. Emails to TO. Tel conference with client.	3.00 675.00/hr	2,025.00
10/28/2008	DRH	Review and response to various emails from client and TG.	0.50 675.00/hr	337.50
10/30/2008	DRH	Tel conf with TO; Emails with TO; Tel conf with client and emails.	2.00 675.00/hr	1,350.00
11/3/2008	DRH	Emails with TO regarding settlement.	0.40 675.00/hr	270.00
11/5/2008	DRH	Emails and attention to settlement.	1.30 675.00/hr	877.50

Sumanta Banerjee

Page 5

	Hours	Amount
For professional services rendered	83.00	\$46,415.00
Additional charges:		
		Price
9/3/2008 MC FedEx	28.51	28.51
9/18/2008 DRH Online research fee	47.28	47.28
9/22/2008 MC FedEx	20.71	20.71
 Total costs		\$96.50
 Total amount of this bill		\$46,511.50
 Previous balance		\$357,803.37
11/28/2008 Payment - thank you. Check No. 4908		(\$25,000.00)
 Total payments and adjustments		(\$25,000.00)
 Balance due		\$379,314.87

Attorney Summary

Name	Hours	Rate	Amount
Douglas R. Hirsch	51.40	675.00	\$34,695.00
Francis Bigelow	22.20	475.00	\$10,545.00
Michael Crespo	8.20	125.00	\$1,025.00
Pat Green	1.20	125.00	\$150.00

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

**SADIS & GOLDBERG LLP**

ATTORNEYS AT LAW

551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

April 30, 2009

Sumanta Banerjee  
Tuckerbrook SB Global Distressed  
707 Summer Street  
Stamford Connecticut 06901

File No.: Banerjee.General  
Invoice No: 36160

	<u>Amount</u>
Previous balance	\$379,314.87
Balance due	<u><u>\$379,314.87</u></u>

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

SADIS & GOLDBERG LLP

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551 FIFTH AVENUE

21st Floor

NEW YORK, NEW YORK 10176

Telephone: 212-947-3793 Facsimile: 212-573-6662

Tax ID: 13-3952891

July 01, 2009

Sumanta Banerjee  
 Tuckerbrook SB Global Distressed  
 707 Summer Street  
 Stamford CONNECTICU 06901

File No.: Banerjee.General  
 Invoice No: 37294  
 Professional services

			Hrs/Rate	Amount
6/5/2009	DRH	Reviewed affidavit and settlement agreement. Spoke with SB.	0.50 675.00/hr	337.50
				—————
		For professional services rendered	0.50	\$337.50
		Previous balance		\$379,314.87
				—————
		Balance due		\$379,652.37
				—————

## Attorney Summary

Name	Hours	Rate	Amount
Douglas R. Hirsch	0.50	675.00	\$337.50

Payment due within ten (10) days of receipt. Please enclose a copy of this invoice with your payment, or record the invoice number on your check. Thank you.

## EXHIBIT C

S/

**VIA EMAIL**

Sumanta Banerjee  
23 Soundsview Farm Road  
Weston, CT 06883

July 21st, 2008

**Re: Outstanding Bill**

Dear Sumanta:

I am writing to memorialize our recent conversations about your outstanding legal bill. As of July 17<sup>th</sup>, 2008, the outstanding legal bill is \$249,222.13.

You have reviewed the bills to date and agree that they are accurate, fair and reasonable, except for some initial time entries by Ron Geffner on this matter. In connection with this, I am willing to deduct \$5,000 from the bill, so that the outstanding total is \$244,222.13.

Please sign below, to acknowledge and agree that the outstanding amount as of July 17<sup>th</sup>, 2008, is \$244,222.13.

In addition, your signature below will confirm our agreement that (i) upon release of the escrowed Management Fees by the Court, you will pay Sadis & Goldberg LLC at least \$25,000 of said fees toward your bill; (ii) upon you being hired by any entity as an employee or consultant to provide advisory services, or partnering with any person or entity to provide advisory services) you or said entity or partner will pay all of Sadis & Goldberg's outstanding legal bills; and (iii) you have represented to Sadis & Goldberg LLC that you are satisfied with our legal services to date and have requested that we continue as counsel, despite the fact that you have another law firm co-counseling the case on your behalf.

We have agreed that if, on or before September 30<sup>th</sup>, 2008, you pay the entire outstanding balance of whatever the amount of the bill is on the date of payment, you will receive a 25% discount on the entire bill, from the inception of the case through the date of payment. If you do not zero out your balance at some time on or before September 30<sup>th</sup>, 2008, we have agreed that you will receive a smaller discount of 15%, in exchange for zeroing out your balance on or before December 31<sup>st</sup>, 2008.

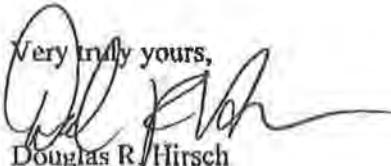
Finally, your signature below will acknowledge that you will enter into an agreement that you will pledge your converted GP interest into limited partnership interest in GDF as collateral for any outstanding legal fees owed, should you fail to zero out your balance on or before September 30<sup>th</sup>, 2008. We will forward you a pledge agreement at that time for review by your personal counsel. The pledge agreement shall provide that Sadis & Goldberg LLP cannot foreclose on the interest until January 31<sup>st</sup>, 2009.

Sadis & Goldberg will make a good faith effort to remain as counsel in the case, provided, that:

1. Banerjee does not request Sadis & Goldberg to engage in any illegal, unethical, or improper conduct;
2. Banerjee does not engage in any illegal conduct regarding the case;
3. Banerjee pays Sadis & Goldberg in full upon any of the events in "(ii)" above, occurring;
4. Banerjee pays Sadis & Goldberg at least \$25,000 upon the escrowed funds being released;
5. Banerjee does not reject a settlement offer that Sadis & Goldberg, in its sole judgment and opinion, deems reasonable;
6. Banerjee's representation that he has "two" partners or potential employers, lined up and ready to manage GDF with him is true and correct and a deal with one of them will happen imminently, subject to them being convinced that the litigation risk to Banerjee is manageable.

This agreement is an agreement made in New York, and shall be construed solely in accordance with the laws of New York, without regard to conflict of laws principles. You agree that any and all disputes arising in any way under this agreement, shall be resolved solely by the federal courts located in New York, or New York's state courts and you agree to submit to the personal jurisdiction of said courts. This agreement and the retainer agreement that you previously signed constitute the entire agreement between the parties regarding the subject matter hereof and this agreement can only be modified by a writing signed by both parties.

  
Sumanta Banerjee

Very truly yours,  
  
Douglas R. Hirsch